

DECEMBER 19, 2023

REGULAR MEETING**DECEMBER 19, 2023**

Be It Remembered that a Regular Meeting of the Mayor and Board of Aldermen of the City of Batesville was held on the third Tuesday of December, being the 19th day of December 2023, at 2:00 p.m., when and where were present the following, to-wit:

Mayor Hal Ferrell; Aldermen Stan Harrison, Dennis Land, Bill Dugger, Teddy Morrow and Bobby Walton. Also present were: City Attorney Colmon Mitchell; City Clerk Susan Berryhill; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford; Blake Mendrop and Greg Smith of Mendrop Engineering Resources; Chief Building Official Andy Berryhill; Assistant Public Works Director Newt Benson; Fire Chief Tim Taylor; Deputy Chief David Tarver; Civic Center Director Rodney Holley; Assistant City Clerk Shonnah Weaver and Jeremy Weldon of The Panolian.

A quorum being present, the meeting was duly opened by the Mayor and, after the invocation given by Walter Williams, the following business was taken up.

IN RE: APPROVAL OF AGENDA

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, the agenda of December 19, 2023, was approved.

DECEMBER 19, 2023

**CITY OF BATESVILLE BOARD
MEETING
DECEMBER 19, 2023
2:00 P.M. | CITY HALL
AGENDA**

CALL TO ORDER: Mayor Hal Ferrell

INVOCATION: Marni McKenzie

MAYOR’S WELCOME STATEMENT: “To all in attendance, pursuant to Order by the Board of Aldermen, adopted on March 1, 2022, in order to address the Mayor and Board of Aldermen, you must be on the agenda, and pursuant to Order adopted March 23, 2023, you must sign the sign-in sheet with a complete address.”

APPROVE AGENDA

- December 19, 2023

APPROVE MINUTES OF PRIOR MEETINGS

- Regular Meeting – December 5, 2023
- Adjourned Meeting – December 11, 2023

CONSENT AGENDA

1. Approval for Andy Berryhill and Barry Thompson to attend the MACE one day training in Meridian, Mississippi on February 16, 2024, with expenses paid/reimbursed by the City.
2. Approval for Captain Wesley Hawkins to attend the Less Lethal Instructor Recertification course on January 17-19, 2024, in Troy Alabama with expenses paid/reimbursed by the City. Parking expenses incurred will be reimbursed through petty cash with proper receipts. He will travel in a city vehicle.
3. Approval for Special Operations Sergeant J.P. Wallace to attend the ROCIC Drug and Gang Conference on March 16-21, 2024, in Houston, Texas, with expenses paid/reimbursed by the City. Parking expenses incurred will be reimbursed through patty cash with proper receipts. He will travel in a city vehicle.
4. Approval for Captain Richard Stonestreet to attend the Mississippi Law Enforcement Officers Association meeting in Biloxi, Mississippi on January 15-16, 2024. Registration and lodging are paid for my MLEOA. Costs to the city will be per diem for meals. He will travel in a city vehicle. Reimburse travel expenses if necessary.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

DECEMBER 19, 2023

PAY REQUEST AGENDA

1. Approval to issue payment to Garver, LLC in the amount of \$3,193.60 relative to the Sanitary Sewer Rehab and Replacement Project.
2. Approval to issue payment to Bliss Products and Services, Inc. in the amount of \$40,294.95 for playground equipment for Trussell Park. (Board approved April 18, 2023, Minute Book F-3 Page 595.)
3. Approval to issue payment to Navigation Electronics, Inc. in the amount of \$30,293.00 relative to the global navigation satellite system for use in the Water/Sewer Department. (Board approved November 21, 2023, Minute Book G-3 Page 568.)
4. Approval to issue payment to Gulf States Engineering Co., Inc. in the amount of \$8,676.60 for Elm Street pump repair. (Board approved November 7, 2023, Minute Book G-3 at Page 535.)
5. Approval to issue payment to M&N Construction, LLC in the amount of \$63,780.19 for Pay Application #1 for the second phase of the Concourse project.

HUMAN RESOURCES**BIDS RECEIVED**

1. Depositories

VISITORS

1. Amanda Tutor

PERMANENT VISITORS

- Panola Partnership
- North Delta Planning and Development
- Mendrop Engineering Resources
- Panola County Board of Supervisors and department heads
- State or Federal legislators representing any part of Panola County
- Any person engaged in contractual business with the City of Batesville
- The Panolian Jeremy Weldon or his proxy

PUBLIC HEARINGS – 3:00 P.M.**REPORT OF DEPARTMENT HEADS****CHIEF BUILDING OFFICIAL – ANDY BERRYHILL**

1. Set clean-up hearings as needed and/or adjudicate property as needed
2. Set public hearing
 - Rezoning request from William Haire, Jr. from R-7, Residential to RM-3, Multifamily Residential for 22 acres on MLK, Jr. – hearing January 16, 2024

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

DECEMBER 19, 2023

CHIEF OF POLICE – KERRY PITTMAN

- 1. Approval to purchase FirstVu Pro Body Cameras and docking stations from Digital Ally.
- 2. Monthly reports

CITY ATTORNEY – COLMON MITCHELL

CITY CLERK – SUSAN BERRYHILL

- 1. Panola County Humane Society agreement

FIRE CHIEF – TIM TAYLOR

CIVIC CENTER DIRECTOR – RODNEY HOLLEY

- 1. Discuss outdoor arena cleanup
- 2. Potential executive session – personnel discussion

ASSISTANT PUBLIC WORKS DIRECTOR – NEWT BENSON

Water/Sewer

- 1. Review maintenance agreements for elevated water tanks and accept recommended agreement
- 2. Quotes received for fence repair/replacement – Shufford Hill
- 3. Approval of specifications – UTV for Water/Sewer Department

Street/Sanitation

- 4. Approval to purchase John Deere Tractor and two John Deere Rotary Cutters – MS State Contract #8200067663

Wastewater Treatment Plant

- 5. Approval to purchase John Deere Rotary Cutter – MS State Contract #8200067663

OTHER MATTERS BY MAYOR OR ALDERMAN:

EXECUTIVE SESSION

ADJOURNMENT

IN RE: APPROVAL OF MINUTES

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, the minutes of the December 5, 2023, regular meeting, and the minutes of the December 11, 2023, adjourned meeting, were approved.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

DECEMBER 19, 2023

IN RE: SIGNATURE SHEET FOR MEETING OF DECEMBER 19, 2023

Board Meeting
December 19, 2023
Signature Sheet

J.M. Whitely	1095 Lakewood DR Batesville MS
Please print name clearly	Street Address, City, Zip
Richard H. Carson III	106 Country Club Dr Batesville
Please print name clearly	Street Address, City, Zip
George Williford	106 College St., Batesville, MS
Please print name clearly	Street Address, City, Zip
Kenny P. Brown	106 College St. Batesville, MS
Please print name clearly	Street Address, City, Zip
Michelle Bryant	4178 Chapel Town Rd Batesville, MS
Please print name clearly	Street Address, City, Zip
Blake Murphy	
Please print name clearly	Street Address, City, Zip
Hannah Tudor	216 Hill St N. Batesville
Please print name clearly	Street Address, City, Zip
Robert Taylor	2900 11th St. Batesville
Please print name clearly	Street Address, City, Zip
Tim Taylor	P.O. Batesville
Please print name clearly	Street Address, City, Zip
Andy Bryant	146 Public Sq
Please print name clearly	Street Address, City, Zip
Nita Taylor	2974 Mt Olive Rd Batesville, MS
Please print name clearly	Street Address, City, Zip
David Turner	132 Van Vorst
Please print name clearly	Street Address, City, Zip
Greg Smith	2595 Country Club Rd Senatobia
Please print name clearly	Street Address, City, Zip
Dorell Dixon	North Delta PDI
Please print name clearly	Street Address, City, Zip
Kent Brown	City of Batesville
Please print name clearly	Street Address, City, Zip
Mamie Avery	PP
Please print name clearly	Street Address, City, Zip
Tyrus Young	107 MLK Jr Dr Apt 26 Batesville, MS
Please print name clearly	Street Address, City, Zip
Walter Williams	204 Broad St Batesville, MS 38604
Please print name clearly	Street Address, City, Zip
Joe Azar	150A Public Sq
Please print name clearly	Street Address, City, Zip

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

DECEMBER 19, 2023

IN RE: APPROVAL OF CONSENT AGENDA

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the following matters and items on the consent agenda be and they are hereby approved:

1. Approval for Andy Berryhill and Barry Thompson to attend the MACE one day training in Meridian, Mississippi on February 16, 2024, with expenses paid/reimbursed by the City.
2. Approval for Captain Wesley Hawkins to attend the Less Lethal Instructor Recertification course on January 17-19, 2024, in Troy Alabama with expenses paid/reimbursed by the City. Parking expenses incurred will be reimbursed through petty cash with proper receipts. He will travel in a city vehicle.
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4. Approval for Captain Richard Stonestreet to attend the Mississippi Law Enforcement Officers Association meeting in Biloxi, Mississippi on January 15-16, 2024. Registration and lodging are paid for my MLEOA. Costs to the city will be per diem for meals. He will travel in a city vehicle. Reimburse travel expenses if necessary.

IN RE: APPROVAL OF PAY REQUEST AGENDA

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the following matters and items on the pay request agenda be and they are hereby approved:

1. Approval to issue payment to Garver, LLC in the amount of \$3,193.60 relative to the Sanitary Sewer Rehab and Replacement Project.
2. Approval to issue payment to Bliss Products and Services, Inc. in the amount of \$40,294.95 for playground equipment for Trussell Park. (Board approved April 18, 2023, Minute Book F-3 Page 595.)
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DECEMBER 19, 2023

IN RE: BIDS RECEIVED - DEPOSITORIES FOR KEEPING CITY FUNDS

This day the Mayor and Board of Aldermen received sealed competitive bids for keeping city funds, pursuant to the advertisement made in *The Panolian*, a legal newspaper published and having a general circulation in the City of Batesville, Mississippi for the time and in the manner provided by law as directed by order of the Mayor and Board of Aldermen adopted on the 21st day of November, 2023, of record in Minute Book G-3 at page 561 of said Board. Having read said bids aloud, found that the following bids were received and are on file in the Office of the City Clerk.

**First Security Bank
Planters Bank & Trust
Cadence Bank
Renasant Bank**

Upon motion of Alderman Morrow, seconded by Alderman Harrison and upon unanimous vote taken, it was ordered that the bids be and they are hereby taken under advisement.

Publisher's Certificate of Publication

**STATE OF MISSISSIPPI
COUNTY OF PANOLA**

Rebecca Alexander, being duly sworn, on oath says she is and during all times herein stated has been an employee of Batesville Newsmedia publisher and printer of the *The Panolian* (the "Newspaper"), has full knowledge of the facts herein stated as follows:

1. The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:

11/29/23, 12/06/23

2. The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.

3. There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney

Rebecca Alexander

Rebecca Alexander, Publisher

Subscribed and sworn to before me this
6th Day of December, 2023

Shandale Goodman



Shandale Goodman, Notary Public
State of Mississippi
My commission expires 07-30-2026

**PUBLIC NOTICE
NOTICE TO BIDDERS**

As provided by Title 27, Chapter 105, Article 3 "Depositories for Funds of Local Governments" (Sections 27-105-301 et seq) of the Mississippi Code of 1972 (Revised 2000) as amended, notice is hereby given that the Mayor and Board of Aldermen of the City of Batesville, Mississippi, at its regular meeting to be held at City Hall, 103 College Street, Batesville, Mississippi on December 19, 2023, will receive bids and award contracts for the privilege of keeping the City funds, including the City Tax Collector's funds or any part thereof as provided in Section 27-105-305 Mississippi Code of 1972; and at the said December 19, 2023, meeting the Mayor and Board of Aldermen will receive bids or proposals of the banks, as any of them may make for the privilege of keeping the City Funds including the City Tax Collector's Funds or any part thereof.

Sealed bids showing the kinds of securities which the banks propose to give as security for funds as authorized by law and variable/fixed rates shall be equal to prior month-end U.S. Federal Funds Rate plus or minus ___ basis points, shall be filed in the Office of the City Clerk at 103 College Street, Batesville, Mississippi no later than 1:00 p.m. on December 19, 2023, when the bids/proposals will be opened, examined and compared and contracts awarded at the regular meeting of the Mayor and Board of Aldermen at 2:00 p.m. The Mayor and Board of Aldermen will cause to be deposited City Funds in such banks proposing the best terms having in view the safety of said funds. The terms made with each depository shall remain in force for the current year and until new arrangements shall be made according to all laws. The Board reserves the right to reject any and all bids. Signed this the 21st day of November, 2023.
Susan S. Berryhill
City Clerk

The Panolian:
Nov. 29 and Dec. 6, 2023
BIDS/DEPOSITORIES

Account # 180200
Ad # 1745572

CITY OF BATESVILLE
PO BOX 689
BATESVILLE MS 38606

DECEMBER 19, 2023

IN RE: COMMUNITY GARDEN – BATESVILLE PUBLIC LIBRARY

The Mayor recognized Amanda Tutor of the Batesville Public Library who appeared before the Mayor and Board of Aldermen requesting permission for a community garden located at the back entrance of the Batesville Public Library.

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the above request be and it is hereby approved.

IN RE: APPROVAL TO ADVERTISE FOR BIDS – BATESVILLE MOUNDS PAVILION AND MUSEUM

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the City Clerk publish an advertisement in *The Panolian*, a legal newspaper published in Batesville, Mississippi, once each week for not less than two consecutive weeks that the Mayor and Board of Aldermen will receive bids for a pavilion and museum at the Batesville Mounds, at City Hall, 103 College Street Batesville, Mississippi. The Mayor and Board of Aldermen reserves the right to reject any and all bids.

IN RE: APPROVAL TO RESCIND ORDER OF THE MINUTES – PUBLIC HEARINGS PROCESS

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous consent, it was ordered that the Minutes, recorded in Minute Book F-3 at page 507, accepting the recommendation of the Code Office in connection with the public hearings process, be and it is hereby rescinded.

DECEMBER 19, 2023

IN RE: APPROVAL OF SPECIFICATIONS – BODY CAMERAS

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the following specifications for body cameras for use in the Batesville Police Department, be and they are hereby approved: product that will work with current software and existing equipment already is use by the Batesville Police Department.

IN RE: SINGLE SOURCE PROVIDER – DIGITAL ALLY

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Digital Ally be and they are hereby acknowledged as the single source provider for the following equipment that meets the above described specifications:



July 14, 2023

Re: Sole Source

To whom it concerns:

Digital Ally is the sole provider for the following products in the United States:

- FirstVu PRO — Body Camera
- FirstVu II — Body Camera
- QuickVu 8 — Docking Station
- QuickVu 24 — Docking Station
- EVO-HD — In-car Video Solution
- EVO-Web — AWS Cloud Hosted Software Platform

Digital Ally has exclusive rights to the above products in the United States.

All the above products are NDAA Compliant (National Defense Authorization Act).

A handwritten signature in black ink, appearing to read "Doug Fletcher".

Doug Fletcher
Vice President of Engineering

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

DECEMBER 19, 2023

CERTIFICATION FOR SINGLE SOURCE PURCHASE

I, the undersigned employee of the City of Batesville, Mississippi, do hereby certify to the Mayor and Board of Aldermen of the City of Batesville, Mississippi, the following circumstances and conditions pertaining to the following described Product:

- (1) A full and complete description of the Product that I desire to purchase as a single source item is as follows: Digital Ally EVPRO Body Camera + Docking Station
- (2) Identify fully the capabilities the Product must possess in order to meet the needs of the City: This is the only product that will work with our current software
- (3) Is this Product the only one of its kind that possesses such capabilities?
Yes
- (4) Identify fully the requirements the Product must meet in order to meet the needs of the City: This is the only product that will work with existing equipment we already have.
- (5) Is this Product the only one of its kind that meets those requirements?
Yes
- (6) Is the same kind of Product available from more than one source?
NO
- (7) Is the same brand of the Product available from more than one source?
NO
- (8) Describe the process you went through to determine the non-availability of the kind or brand of Product from the other sources.
Searching the internet only shows new products to be purchased through Digital Ally. Used products can be purchased through other S.V.s.
- (9) What makes the Product identified at (1) above unique?
This product is only manufactured and sold through Digital Ally.
- (10) Attach documentation that evidences that the vendor is the sole source of the Product.

Based upon the foregoing I hereby certify to the Mayor and Board of Aldermen that I am of the opinion that the Product is a sole source item that may be acquired without competitive bidding and I hereby request and recommend to the Mayor and Board of Aldermen that they adopt and approve this recommendation and direct that the purchase of the Product be made without competitive bidding as a sole source item.

This the 30 day of October, 2023.

Kerry Pittman
SIGNATURE

Kerry Pittman
(PRINT NAME OF THE PERSON SIGNING)

Chief of Police
POSITION WITH THE CITY OF BATESVILLE

DECEMBER 19, 2023

IN RE: APPROVAL TO PURCHASE BODY CAMERAS

Upon motion of Alderman Land and second of Alderman Morrow and upon unanimous vote taken, it was ordered that Chief of Police Kerry Pittman be and he is hereby authorized to purchase forty-one (41) FirstVu Pro body cameras and three (3) docking stations with a 5-year annual subscription plan for the total amount of \$175,640.00 billed in annual installments, subject to and contingent upon the execution by the City of the contract set out below, along with the City's Standard Contract Addendum thereto:



14001 Marshall Drive
 Lenexa, KS 66215
 1-800-440-4947 www.digitalallyinc.com

Quote	QUO-02280-G3P0S1
Date	9/20/2023
Page	1

Customer:

Batesville Police Department
 Accounts Payable
 P.O. Box 689
 Batesville, MS 38606

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid	
BATMS0	D83-AS	FEDERAL EXPRESS	Subscription	JT Taube	90 Days	
Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
41		VPRO 5 Year Annual Subscription Plan. Unlimited Retention	\$804.00	\$0.00		\$32,964.00
3		8-Bay Docking Station (1TB, 4GB) 5-Year Annual Subscription Plan	\$684.00	\$0.00		\$2,052.00

Notes:

(41) FVHD Credits @ \$50.00 Each + (3) 12-Bay Docks @ \$300.00 Each = \$2,950.00 Credit to be Applied to Customer Account when All Products Are Received

Annual Subscription Breakdown:

1st Year = \$35,576.00
 2nd Year = \$35,016.00
 3rd Year = \$35,016.00
 4th Year = \$35,016.00
 5th Year = \$35,016.00

5-Year Total = \$175,640.00

Total Discount	
Subtotal	\$35,016.00
Misc	
Tax	\$0.00
Freight	\$560.00
Total	\$35,576.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

DECEMBER 19, 2023



Quote	QUO-02280-G3POS1
Date	9/20/2023
Page	2

- Subscription (3, 5 or 8 Year) Plan Includes:**
- Advance Exchange Equipment Program on All Hardware (Batteries Included) With Subscription
 - All Inclusive Plans – No Hidden Costs
 - Warranty for Life of Subscription
 - Support for Life of Products

- EVO In-Car Features & Options:**
- Built-In Patented VuLink Auto-Activation
 - Tablet Interface Sold Separately (EVO Only)
 - Near Real-Time Mapping & Geofencing
 - Dispatch Activation
 - Remote Firmware Updates & Diagnostics

- Complete Evidence Management Solution (EVO Web):**
- Access to Share/Prosecution Portal & Redaction Software
 - Event Tagging, Notations, Playback Review, & Reporting
 - Security Groups & Granular Permission Controls
 - Case Management & GPS Mapping
 - Multi-Angle Playback

- Body Camera Features & Options:**
- S.O.S – Officer Down with Remote Activation (FVPRO Only)
 - Built-In Patented VuLink Auto-Activation. Vulink Hardware Sold Separately
 - Near Real-Time Mapping & Geofencing
 - Docking Stations: 8 & 24-Bay Docking Station with Interactive Touchscreen
 - Unlimited Body Camera Messaging Alert Notifications (FVPRO ONLY)

- InterVu Room Features:**
- Advance Exchange Equipment Program on All Hardware with Subscription
 - Full EVO Web Functionality
 - 90-Day Warranty on Installation Services
 - All Cloud Licenses on Unlimited Retention/Storage Plan

- Deployment & Activation Includes:**
- Dedicated Project Manager
 - Product Setup & Configuration
 - Remote Deployment
 - System Administrator & Officer Training Session
 - Best Practices & Implementation Planning Session

- Optional Products & Services:**
- Turnkey Services: Includes Onsite or, Training, and Install/Removal If Applicable
 - Additional Storage Purchased in Blocks of 100GB.
 - Accessories Sold Separately
 - Vulink Auto-Activation. Hardware Only.

If applicable, taxes and freight are due upon signing.
Contact Your Local Representative for Additional Information and Pricing

DECEMBER 19, 2023



Video Solution Subscription Program
Contract Creation Date : 11/17/2023

Account:	Bill To:	Ship To:
BATMS0 Batesville Police Department Richard Stonestreet 106 College St. Batesville, MS 38606	Batesville Police Department Richard Stonestreet 106 College St. Batesville, MS 38606	Batesville Police Department Richard Stonestreet 106 College St. Batesville, MS 38606

The Terms of The Quote Are Incorporated Into This Contract.

Quote# QUO-02280-G3P051

Annual Subscription Breakdown:

(1st Year Includes Hardware, Licenses, and Freight)

1st Year=\$ 35,576.00

2nd Year=\$ 35,016.00

3rd Year=\$ 35,016.00

4th Year=\$ 35,016.00

5th Year=\$ 35,016.00

5-Year Total = \$ 175,640.00

This Contract is Effective Only if Signed Within 30 Days of the Creation Date!

Length of Agreement -- 60 Months (5 year)	Billing Frequency -- <input checked="" type="checkbox"/> annually
Pmt due -- Anniversary Date Every Year After Initial	
Initial Pmt Amt: \$32,964.00 PROs + \$2,052.00 Docks + \$560.00 Freight = \$35,576.00 due Net 30	
A 5% Finance Charge on Hardware Totalling \$1,717.20 Is Included in The Total Cost Of This 5 Year Contract	

DECEMBER 19, 2023



VIDEO SOLUTIONS SUBSCRIPTION PROGRAM STANDARD TERMS AND CONDITIONS

The Video Solutions Subscription Program Quotation ("Quotation") attached hereto will be subject to and governed by the following Standard Terms and Conditions ("Agreement") if and when such Quotation is accepted and agreed to by Customer ("Customer" or "you") and Digital Ally, Inc. ("Digital Ally" or "we").

1. The VUVAULT.COM®, FleetVu-Manager™, and/or the evo.VuVault®.com programs (each a "Program" herein) are designed to be event recording programs offered by Digital Ally that use an Internet-based software application, including cloud storage capabilities, powered and/or owned by Digital Ally and/or its designated cloud service provider(s). Digital Ally's event recording hardware ("Equipment") leased or purchased as part of the Program pursuant to this Agreement is intended to collect and record events chosen by each customer. Under the Program design, the data, when recorded by firmware in the Equipment, is transmitted to, and stored on, cloud servers pursuant to the terms of this Agreement, based upon options selected by the customer ("Subscription Plan"), utilizing the internet to access each customer's account on the Digital Ally website ("Website Account"). Your Quotation will show the Subscription Plan you have selected, which includes the amount of cloud-based storage in your Subscription Plan. With the Program, you will be charged a "Subscription Fee" for the goods and services included in the Subscription Plan you have selected, which will be available for customers to deploy in accordance with the terms of this Agreement.
2. Digital Ally leases or sells, as applicable, the Equipment to Customer, and Customer leases or buys the Equipment from Digital Ally, in each case on the terms, and subject to the conditions, described in this Agreement. Customer will use the Equipment solely as permitted herein, in a careful and proper manner, in full compliance with all applicable laws and regulations.
3. Digital Ally hereby provides a limited license to Customer to utilize the Website Account, Digital Ally software and services, and Subscription Plan as described herein, subject to our Website Services and Cloud Storage License Agreement ("License") which is published by Digital Ally on the Digital Ally Website and which License is hereby incorporated into this Agreement. Licensee shall use the Software and Services (as defined in the License), the Equipment, and the Subscription, in a careful and proper manner, in full compliance with all applicable laws and regulations, including those dealing with the use, purchase and distribution of the Subscription components, including the Software, Services, and Equipment (collectively, "Components"). Customer agrees at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to Customer. Without limiting the generality of the foregoing, Customer specifically agrees not to resell any Components leased or purchased hereunder to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, Customer represents and warrants that neither Customer, nor any of its directors or any of its members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. Customer agrees to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, Customer will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof. Unless a specific provision of the License contains a different or superseding term regarding the Software and Services (in which case that provision shall apply to the Software and Services only), the general provisions of this Agreement apply equally to the License.
4. Customer will pay Digital Ally the Total Payment Amount at the time and manner set forth in the Quotation (including the Subscription Fee) without deduction or set-off. The Total Payment Amount must be paid to Digital Ally at the address noted on the Quotation unless a different method of payment is set forth in the Quotation. In the event Customer fails to make any part of the Total Payment Amount when due, Digital Ally may assess a late charge equal to 1 ½% per month of the amount past due, or the highest rate then permitted by law, whichever is less, in addition to Digital Ally's other rights under this Agreement. Customer must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of all past due payments comprising the Total Payment Amount.
5. Customer acknowledges that the Equipment is, and at all times will remain during the Term designated in the Quotation ("Term"), the sole and exclusive property of Digital Ally, unless and until the Equipment is paid in full.

DECEMBER 19, 2023



Customer agrees, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as may be reasonably requested in order to protect Digital Ally's ownership interest in the Equipment during the Term, including the filing of financing statements as necessary to perfect its interest. After payment of the Total Payment Amount at the expiration of the Term ("Expiration") or earlier, Customer will own the Equipment, however, if this Agreement is terminated for any reason prior to full payment for the Equipment, all Equipment will be returned to Digital Ally at the Customer's cost. Furthermore, upon Expiration or termination of the Term, Customer will discontinue its utilization of and relinquish its use of the License, and all of its rights and access to the Digital Ally Website and Program Software and services.

6. "Customer Information" is the content which Customer transmits to its Program Account, including the audio and video transmissions and meta data recorded by Customer on Digital Ally's event recording hardware. Customer Information is Customer's exclusive property, including any related intellectual property rights. Customer is solely responsible for (i) the development, maintenance, use, and retention of its Customer Information; (ii) preserving and backing up Customer Information during and beyond the Term; (iii) complying with the terms of this Agreement and all applicable laws, including copyright laws and import and export control laws and regulations; (iv) any claims relating to its Customer Information and its use, including claims by third parties; and (v) for insuring that Customer or its licensors own all right, title, and interest in and to the Customer Information. Customer agrees to be solely responsible for, and to adhere to, reasonable retention practices suitable to its business and/or government needs and requirements and will adhere to state statute of limitations before for deleting Customer Information. Metadata is proprietary to Digital Ally, and Customer understands that any metadata contained in the Customer Information will not be accessible to Customer without VUVAULT.COM®, FleetVu-Manager™, and/or the evo.VuVault®.com programs that permit Customer access to Digital Ally's Internet based back-office storage solution, whether during or after the Term. If Customer wishes to continue to access the metadata in its Customer Information for archival purposes, as there is no viewer software recorder available, Customer may continue to subscribe to VUVAULT.COM®, FleetVu-Manager™, and/or the evo.VuVault®.com programs as its video retention solution, subject to the terms and conditions of this Agreement.

7. Upon expiration or termination of the Subscription, or at such other time agreed to by Digital Ally, if Customer requests that Digital Ally provide assistance to Customer in downloading its audio and video files onto a Customer Device in MP4 format ("Download Assistance"), Digital Ally may provide such assistance for an additional fee, which will be quoted at the time of the request, unless earlier quoted. The files that may be downloaded (to the extent accessible) with this Download Assistance will be the files as originally configured. Metadata will be included in the data download, but Customer will not be able to interpret the metadata without a Program Subscription. Customer created segmented and redacted video may be available using this process but Customer notes and information from customer's "cases" section will not be available. The Download Assistance offered hereunder may be provided to Customer in Digital Ally's discretion and in accordance with Digital Ally's then current Statement of Work terms. Any Download Assistance that Digital Ally agrees to provide to Customer shall be provided on an "As Is" and "As Available" basis. **DIGITAL ALLY MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND ARISING FROM OR RELATING TO ANY DOWNLOAD ASSISTANCE, OR RESULTS INVOLVED THEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER, AND DIGITAL ALLY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.** Once Customer Information (including video) is transferred to Customer, Customer is solely responsible for the integrity and long-term storage of the Customer Information, as well as all matters relating to chain of custody of such transferred Customer Information. The Customer Information Download, if supplied hereunder, will be an MP4 file, of a type that can be played on a media player/VLC, unless other playback options are separately negotiated by Customer and Digital Ally at the time of service, at additional cost to be determined at the time. Once Customer Information is transferred to Customer via a Download pursuant to this Paragraph, Digital Ally will keep a backup of the Customer Information for seven (7) days or until Digital Ally verifies that Customer has received the Customer Information backup, whichever time period is shorter, after which such Customer Information will be permanently removed from the Program storage solution, unless a court order prevents the deletion. Unless download assistance is requested pursuant to this Section, Customer Information at termination shall be available as provided in Section 15 of the License.

DECEMBER 19, 2023



8. If Customer fails to pay any amounts due under this Agreement when due, and fails to cure such payment breach within 10 days after Digital Ally's written notice to Customer concerning such breach, or if Customer is otherwise in breach of this Agreement, including without limitation pursuant to Section 13, then Digital Ally may take any one or more of the following actions, in its sole discretion: (a) declare the aggregate Total Payment Amount due during the Term to be immediately due and payable upon written notice to Customer, (b) sue for and recover the Total Payment Amount due during the Term and other amounts then or thereafter owing to Digital Ally under this Agreement, (c) if the Equipment is not fully paid for, take possession of the Equipment, without demand or notice to Customer, wherever it is located, without any court order or other process of law (Customer waives all damages occasioned by such repossession), (d) terminate this Agreement, (e) disallow access to and utilization of the Digital Ally Website and/or Subscription services, and (f) pursue any other remedy available at law or in equity. Notwithstanding any repossession or any other action that Digital Ally may take, Customer will be and remain liable for the full performance of its obligations under this Agreement. All of Digital Ally's remedies are cumulative and may be exercised concurrently or separately.
9. Customer must keep the Equipment and other Components free and clear of all liens until fully paid for. Customer must report and pay when due all license and registration fees, assessments, sales use and property taxes, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, arising out of the possession, use or operation of the Components during the Term, together with any penalties or interest, that are imposed by any federal, state or local government or any agency, or department thereof, upon either the Components or the use, operation or leasing of the Components during the Term, and whether or not assessed against or in the name of Customer or Digital Ally.
10. Digital Ally will use commercially reasonable efforts to comply with Customer's shipping instructions. Unless otherwise stated by Digital Ally in a Quotation, all shipments will be F.O.B. Destination, with shipping costs and insurance fees, if any, to be paid by Customer and included in Digital Ally's invoice to Customer. If Customer's shipping account is utilized, such shipments will be shipped F.O.B. Origin. Digital Ally is not responsible for any duty or customs fees and Customer may be invoiced separately for these charges.
11. Purchased Equipment and other purchased Components will be deemed accepted upon the earlier of Customer's formal acceptance of the Components or the expiration of 30 days from delivery of the Components ("Acceptance of the Components"). If Customer discovers upon initial inspection of the Components that (a) some or all of the Components are defective or (b) that the Components delivered do not conform to Customer's order, Customer must promptly notify Digital Ally of its rejection of the Components within 30 days from the delivery date, after which notice Digital Ally shall have a reasonable opportunity to cure any non-conformance with Customer's order. Claims for shortages in shipment or claims for damage to Components during shipping will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Components. All Components must be inspected prior to disposing of packaging materials, with packing materials to be maintained if there is a claim for damage during shipping.
12. Digital Ally will not be liable to Customer for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control, including those delays arising from product manufacture and shipping (each, a "force majeure").
13. During the Term, Customer will not be liable for any cost of repairs or replacement of the Equipment pursuant to the Warranty, unless repairs or the need to replace the Equipment is a result of abuse, accident, unauthorized use, or destruction while in the possession of the Customer.
14. Customer assumes, and will bear all risk of loss or damage to the Components from the date of delivery. Customer will carry insurance against loss or damage by fire, theft, explosion, and all other hazards and risks ordinarily subject to extended coverage insurance for the full fair replacement value of the Components. Customer assumes all responsibility for its use of, and the results of using, the Equipment, Software, and Services delivered as part of the Subscription.

DECEMBER 19, 2023



15. Termination or expiration of this Agreement will not relieve either party of obligations that by their nature or terms survive such termination or Expiration, including but not limited to, obligation to make all payments that have or will become due under this Agreement, and the obligations in Sections 8, 14, 15, 16, 17, 18, 19, and 20 of the Agreement.
16. If Digital Ally learns: (i) that the Software, Services, or Equipment are being used by anyone without authorization; (ii) that the Software, Services, or Equipment are being used for any unauthorized purpose; (iii) if Customer breaches its obligation to protect Digital Ally's Confidential Information or engages in an act prohibited under this the Agreement or the License, or (iv) if use of the Software, Services, or Equipment violates applicable law, Digital Ally may immediately and without notice of any kind, at its option, temporarily suspend Customer's access to the Software, Services, and Equipment, or may terminate the Agreement and License, and in either case, may exercise all of its legal and equitable rights and remedies for such breaches, including without limitation Digital Ally's rights and remedies set forth in Section 8. Subject to the foregoing and to Section 8, this Agreement may be terminated: (i) by either party on thirty (30) days written notice ("Notice Period") to the other party following a material breach of the Agreement or License if the other party fails to cure such breach during the Notice Period. Digital Ally, by written notice, may terminate the Agreement and License any time, in whole or in part, without cause and/or for its convenience, and such termination shall not constitute a default. In such event, Digital Ally shall be entitled to payment for the Subscription Plan in effect up to the time of said termination, and Digital Ally shall return to Customer any advance payments made for such Subscription Plan. With at least 60 days written notice, Customer may terminate this Agreement any time, in whole or in part, without cause, and such termination shall not constitute a default, so long as Customer completes its payments due under this Agreement for the Services during the then current Term, including for its then current Cloud Storage Plan and Options, and also fulfills its surviving obligations hereunder. Upon termination of the Agreement and License for any reason by either party, Customer Information at termination shall be available as provided in Section 15 of the License; Digital Ally is not obligated to otherwise maintain Customer's information contained in Customer's Website Account unless required by a court, or other government entity, with jurisdiction over this Agreement. Upon termination of the Agreement and License for any reason by either party, and other than as expressly provided herein or in the License, Customer shall immediately cease use of the Services, and the Software, and any Equipment not yet paid for, and at Digital Ally's expense, return to Digital Ally all Confidential Information (as defined in the License), including all copies thereof, then in its possession or custody or control, and certify in writing as to such action.
17. Unless you are a government agency located in the United States and are prohibited by applicable law from indemnifying Digital Ally, to the fullest extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Digital Ally, its directors, officers, shareholders, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any third party claims for damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Customer's use of the Equipment, Software, and Services leased and/or licensed under this Agreement and the License, including any claim that Customer or its agents, employees, or authorized users used the Equipment, Software, or Services for unauthorized or illegal monitoring, or negligently; (ii) any breach by Customer of this Agreement or the License, including engaging in any prohibited conduct hereunder or thereunder; or (iii) Customer's breach or violation of applicable law.
18. **UNDER NO CIRCUMSTANCES WILL DIGITAL ALLY OR ITS SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, SHAREHOLDERS, MEMBERS, SUBCONTRACTORS OR LICENSORS (COLLECTIVELY, THE DIGITAL ALLY PARTIES"), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. UNDER NO CIRCUMSTANCES WILL DIGITAL ALLY OR THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO DIGITAL ALLY DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE DAMAGES. EACH CLAUSE OF THIS SECTION IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.**

DECEMBER 19, 2023



19. **Limited Warranty; Warranty Disclaimer.** Digital Ally's Equipment and Software will be repaired, replaced, or upgraded, in the discretion of Digital Ally, at Digital Ally's premises during the Term in accordance with the Limited Warranty pertaining to the Equipment, attached hereto, and in accordance with the License pertaining to the Software and Website services provided by Digital Ally as part of the Subscription ("Warranty"). Customer shall be responsible for the installation of any such repaired, replaced or upgraded Equipment or Software, at Customer's expense. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, DIGITAL ALLY MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE EQUIPMENT, SOFTWARE, SERVICES, OR ANY GOODS, SERVICES, OR DELIVERABLES PROVIDED HEREUNDER WILL OPERATE UNINTERRUPTED OR ERROR FREE OR ACHIEVE ANY INTENDED RESULTS.**
20. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its choice of law principles. Any action arising from or relating to this Agreement must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
21. If Customer's Subscription includes participation in Digital Ally's Advance Exchange Equipment Program on Digital Ally hardware, offered in conjunction with the Warranty, during the term of the Warranty, Digital Ally will send Customer the replacement Equipment replaced pursuant to the terms of the Warranty in advance of receiving the Equipment Digital Ally has agreed in writing to replace for Customer ("Replaced Equipment"). In such case, Customer expressly understands, accepts, and agrees that: (i) Customer is solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Equipment; (ii) Customer will follow all Digital Ally and carrier shipping rules in returning the Replaced Equipment to Digital Ally; (iii) the return of the Replaced Equipment is final, and that by participating in the Advance Exchange Program, ownership of the Replaced Equipment is transferred irrevocably to Digital Ally immediately; (iv) the Replaced Equipment will not be returned to Customer under any circumstances, and Customer is irrevocably transferring the Replaced Equipment to Digital Ally with no possibility of return; (v) Customer is giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Equipment in Digital Ally's sole discretion; and (vi) Customer will ship the Replaced Equipment back to Digital Ally within thirty (30) days of Customer's receiving Customer's replacement. If Customer fails to return the Replaced Equipment to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend Customer's participation in the Advance Exchange Program for such breach, until Customer either: (i) returns the Replaced Equipment to Digital Ally; or (ii) pays to Digital Ally the purchase price of the new Equipment that was sent to replace the Replaced Product. If Customer fails to return the Replaced Equipment to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate Customer's participation in the Advance Exchange Program, with no further opportunity to cure the breach, as well as remaining obligated to pay to Digital Ally the purchase price of the new Equipment that was sent to replace the Replaced Product. When returning the Replaced Equipment, Customer must return all parts and accessories comprising of the Replaced Equipment, exclusive of wiring, or Customer will be responsible for payment of that part of the Replaced Equipment not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.
22. If Digital Ally agrees in writing to accept the return of previously purchased Equipment from Customer and offers Customer an Equipment credit memo ("Credit Memo") in exchange thereof to be applied to a future purchase by Customer from Digital Ally ("Credit Memo Program"), the Credit Memo Program is subject to the following additional rules. Customer expressly understand, accept and agree that: (i) Customer are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) Customer will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction described in this section is final and that by Customer's accepting the Credit Memo Program, ownership of Traded Equipment is transferred irrevocably to Digital

DECEMBER 19, 2023



Ally immediately, the Traded Equipment will not be returned to Customer under any circumstances, and Customer are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; and (iv) Customer are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion. No Credit Memo will be issued to Customer in advance of the receipt by Digital Ally of the Traded Equipment, and Customer agrees and acknowledged that the Credit Memo cannot be exchanged for cash, cannot be transferred, nor can it be applied to anything other than a future purchase by Customer from Digital Ally. When returning the Traded Equipment, Customer must further comply with all return shipping requirements set forth by Digital Ally in writing in order to receive the Credit Memo.

23. Any cause of action or claim Customer may have arising out of or relating to this Agreement must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.
24. This Agreement and the agreements and policies referenced herein, including the License, Digital Ally Website Terms Of Use, Privacy Policy, the Quotation, Digital Ally sales invoices, and the Warranty (collectively, the "Program Documents"), constitute the entire agreement and understanding of the parties with respect to the transactions contemplated under this Program, and supersedes all prior agreements, arrangements and understandings of the parties, whether written or verbal, with respect to the subject matter of this Agreement. This Agreement may not be amended, supplemented, or otherwise modified (including any waiver of a right, power, or privilege) except in a writing executed by Digital Ally and Customer. If any provision of the Agreement or License is deemed illegal or otherwise unenforceable, that provision shall be severed and the remainder of the Agreement or License shall remain in full force and effect if the essential provisions of such Program Document remains valid, legal and enforceable. The waiver of any breach, right, or election of any remedy in one instance, by either party, shall not affect, nor constitute a waiver of, any breach, rights, or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement or the License, and no act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy, or condition.
25. Customer cannot assign this Agreement or transfer or sublease any of the Components during the Term without Digital Ally's prior written consent. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of Customer and Digital Ally. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to the Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any of the Components, except such rights as will inure to a successor or permitted assignee under this Section.
26. This Agreement and the License require that Customer appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Components, to make firmware updates and fixes, and to perform Component upgrades for and basic troubleshooting on the Components. Unless Customer provides written notice to Digital Ally that another person shall be the Primary Administrator, the person named in the Quotation shall be the Primary Administrator.
27. Any pronoun used in this Agreement shall include the corresponding masculine, feminine and neutered forms. Words of the singular number will be deemed to include the plural number and vice versa, where applicable. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereto," "hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires. As used in this Agreement, the words "shall" or "will" are intended to be mandatory in nature and the word "may" is intended to be permissive in nature. The references to Paragraphs, Exhibits, Sections, Subsections or Articles are references to the Paragraphs, Exhibits, Sections, Subsections or Articles of this Agreement unless the context otherwise requires. The recitals and exhibits to this Agreement are hereby incorporated into and made a part of this Agreement by this reference. This Agreement shall be deemed drafted equally by all parties, and no construction, presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Digital Ally and Customer are independent contracting parties and nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between them nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other party.

DECEMBER 19, 2023



- 28. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, their successors and permitted assigns, notwithstanding that all the parties have not signed the same counterpart. A signature provided by electronic or facsimile transmission shall constitute a valid signature for the purpose of this Agreement.
- 29. All notices required or permitted under this Agreement will be in writing and delivered by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices will be sent to the addresses set forth in the Quotation, or to such other address as may be specified by either party to the other in accordance with this section.
- 30. Customer, and the signatory to this Agreement, warrant and represent to Digital Ally that the person signing below has all authority and capacity necessary to enter into this Agreement and agree to these terms on behalf of Customer.
- 31. The continuation of each equipment schedule to this agreement is contingent in whole or in part upon the appropriation of funds by the Board of Aldermen of the City of Batesville, Mississippi to make the lease-purchase payments required under such equipment schedule. If the Board of Aldermen of the City of Batesville, Mississippi fails to appropriate sufficient funds to provide for the continuation of the lease-purchase payments under any such equipment schedule, then the obligations of the lessee and of the agency to make such lease-purchase payments and the corresponding provisions of any such equipment schedule to this agreement shall terminate on the last day of the fiscal year for which appropriations were made. Customer shall exercise its best efforts to receive sufficient funding from the Board of Aldermen of the City of Batesville, Mississippi to complete all lease-purchase payments contracted for under this agreement, and agrees that if this agreement is cancelled by Customer for lack of appropriations under this section, Customer will not purchase substantially similar equipment, products, and/or services as those to be provided under this Agreement from a competitor of Digital Ally for twelve (12) months from the termination of this agreement by the Customer.
- 32. Additional or different terms or conditions proposed by Customer (including any additional or different terms provided in a Customer purchase order) will be void and of no effect unless expressly accepted in writing by Digital Ally. Digital Ally's Program Documents, and any special conditions agreed to in writing and signed by Customer and Digital Ally, are incorporated, and collectively referred to herein as the "Subscription", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between Customer and Digital Ally unless modified in writing and signed by each party. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by Customer and Digital Ally ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the subject matter or specific purchase to which such Additional Agreement applies. If Customer's purchase includes a license or licenses to permit Customer to use Digital Ally software and services, the terms of the software license(s) provided to Customer by Digital Ally shall apply to such software and services. No provision of these Terms shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law. Nothing referred to in these Terms will be construed to give any person other than the parties any legal or equitable right, remedy, or claim hereunder. The provisions of the various Program Documents shall, to the extent possible, be interpreted so as to supplement each other and this Agreement and avoid any conflict between and among them. In the event of a conflict between this Agreement on the one hand and the terms and conditions of another Program Document on the other hand, the terms and conditions of this Agreement shall control, unless explicitly stated in such other Program Document.



The parties, through their duly authorized representatives, hereby agree and accept the terms, conditions and obligations described in the Quotation and the above standard terms and conditions and have caused this Agreement to be executed as of the date last set out below.

CUSTOMER:

DIGITAL ALLY, INC:

By: _____

Name: _____
Title: _____
Date: _____

By: _____

Name: _____
Title: _____
Date: _____

DECEMBER 19, 2023



The terms of this Limited Warranty ("Warranty") are applicable to all Digital Ally, Inc. manufactured hardware products ("Product(s)"). and by using the Products, the customer, for itself and its users, purchasing the Products ("Customer") agrees to be bound by this Warranty. This Warranty constitutes the entire agreement between Digital Ally, Inc. ("Digital Ally") and Digital Ally's Customer concerning the subject matter hereof, superseding all previous representations or understandings, whether oral or written. No person is authorized to give any other warranties or to change this warranty.

Warranty and Procedure:

DIGITAL ALLY WARRANTS THAT THE PRODUCTS WILL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIAL FOR A PERIOD OF 12 MONTHS FROM THE DATE OF PURCHASE BY THE ORIGINAL PURCHASER ("WARRANTY PERIOD").

If Digital Ally determines that a Product was or may be defective within the Warranty Period under normal use (as defined in the product installation and user's guide), Digital Ally, in its sole discretion, at no cost to customer, will repair or replace such Product with the same or a like Product, at Digital Ally's premises, as the exclusive remedy for a claim under this Warranty.

Extended warranties on designated Products may be available for purchase at an additional charge, and if Products are covered by a Digital Ally extended warranty, all other terms and conditions of this Limited Warranty shall apply to such extended warranties, except that the 12-month term of this Warranty shall in such cases be replaced with the period of time designated in the extended warranty. By way of example, if a three-year extended warranty is purchased for a Product, the "Warranty Term" on that Product will begin on the date of purchase and extend for a three-year period.

To receive coverage under this Warranty, Customer must contact Digital Ally's Product Support department at www.digitalallyinc.com and further selecting the customer portal tab or by telephone at 1-800-440-4947 within the Warranty Period.

Once replaced, the replacement Product shipped by Digital Ally to you ("Replacement Product") shall be considered a Product hereunder and shall be covered under this Warranty for the remainder of the Warranty Period covering the Product being replaced ("Replaced Product"), or for ninety (90) days from the date of delivery of the Replacement Product to Customer, whichever is longer. Replacement Products may be new or manufacturer-certified reconditioned models. If Digital Ally agrees to provide Customer with a Replacement Product, Customer is solely responsible for the removal and preservation of the data previously stored on the Replaced Product; the return of the Replaced Product is final, ownership of the Replaced Product is transferred irrevocably to Digital Ally immediately, and Digital Ally can destroy, utilize, or dispose of the Replaced Product in Digital Ally's sole discretion. Prior to returning a Product to Digital Ally at any time and/or for any reason, including for repair or replacement of a Product under this Warranty, Customer must first obtain a Return Material Authorization ("RMA") from Digital Ally's Product Support department. Digital Ally, Inc.'s Product Return Policy & RMA is attached hereto.

Coverage:

This Warranty applies to defects in a Product's internal electronic components, circuitry, cabling, and connectors, as well as the Product's recording capabilities and ability to download data files. This Warranty does not cover Products for the following: (i) normal wear and tear on the Product, consumables, frayed cables or wires, broken connectors, scratched or broken cases, or damage to external parts of the Product; (ii) damage caused by operator abuse, negligence or neglect, or by repairs or modifications not authorized by Digital Ally; (iii) any failure of the Product of any nature due to installation unless installation is provided by Digital Ally pursuant to a Statement of Work; (iv) damage caused by fire, flood, lightning, vandalism, collision, or other events beyond the reasonable control of Digital Ally; and (v) damage from use of the Product in hostile operating environments, or caused by operator's use or storage of the Product in a manner not consistent with the written instructions or manual provided by Digital Ally. Digital Ally reserves the right to charge for repairs to a Product during the Warranty Period made necessary because of any of the foregoing causes at Digital Ally's standard rates for repair of Products not under warranty.

DECEMBER 19, 2023



Batteries are consumables and are covered for failure hereunder during the first 90 days following Product purchase only. Digital Ally software is not covered under this Warranty. Refer to the applicable Digital Ally software license agreement for more information regarding Customer's use of Digital Ally software.

It is Customer's responsibility to: (i) properly install and perform routine maintenance on the Products and Product components; (ii) cooperate with Digital Ally in attempting to resolve any problems with the Products using online communications, email, or telephone; (iii) appoint an administrator with the technical knowledge necessary to install and perform routine maintenance on the Products, and perform basic troubleshooting on the Products, and (iv) to comply with all laws regarding the use of the Product, and Customer assumes responsibility for the foregoing.

Limitations:

Digital Ally is not, and shall not be, liable for any damages or personal injuries arising out of or relating to Customer's deployment, use, or misuse of the Products, and Customer assumes the risk from its purchase and use of the Product. Harmful personal contact with a Product might occur in the event of violent maneuvers, collisions, or similar circumstances, even if the Product was properly installed and used, and Digital Ally specifically disclaims any liability therefrom.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN, OR ORAL, THAT EXTEND BEYOND THIS WARRANTY. OTHER THAN THIS WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, DESIGN, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE UNINTERRUPTED OR ERROR FREE OR ACHIEVE ANY INTENDED RESULT. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY WILL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY CUSTOMER ARISING FROM OR RELATING TO THIS WARRANTY OR THE SALE, USE, OR INSTALLATION OF THE PRODUCTS, WHETHER OR NOT DIGITAL ALLY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT DIGITAL ALLY'S CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THE PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE PAID TO DIGITAL ALLY FOR THE SPECIFIC PRODUCT IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS HEREIN AND ELSEWHERE IN THIS LIMITED WARRANTY, AND EACH DISCLAIMER, LIMITATION, AND EXCLUSION WILL APPLY, INCLUDING WITHOUT LIMITATION, THE CONSEQUENTIAL DAMAGES WAIVER, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS CONTAINED HEREIN ARE PART OF THE CONSIDERATION FOR THE AGREED UPON PRICE OF THE PRODUCTS.

General:

Any goods sold to Customer that are not manufactured by Digital Ally are not warranted by Digital Ally. With regard to such goods, Digital Ally agrees to pass along the manufacturers' warranties on such goods to Customer, to the fullest extent permitted by such manufacturers' warranties, and Customer agrees to accept such manufacturers' warranties as its sole and exclusive remedy in case of defects in such goods. This Warranty is not transferable. All parts of this Warranty apply to the maximum extent permitted by applicable law or unless prohibited by applicable law. If statutory or implied warranties cannot be lawfully disclaimed by applicable law, then all such warranties are limited to the duration of this Warranty and are further limited to and by the other provisions contained in this Warranty.

DECEMBER 19, 2023

**Returns for Defect or Non-conformity Prior to Acceptance:**

Subject to the Terms of Sale of the products purchased by you, the customer, from Digital Ally ("Product(s)"). Products will be deemed accepted upon the earlier of your formal acceptance of the Products or the expiration of 30 days from delivery of the Products ("Acceptance"). If you discover prior to Acceptance that some or all of the Products are (a) defective, or (b) do not conform to Digital Ally, Inc.'s ("Digital Ally") product specifications, they may be returned to Digital Ally for replacement or a credit of the purchase price that can be applied towards future purchases. Products returned prior to Acceptance must be in original box with original accessories, packaging, and manuals (if included) in undamaged, clean, and brand-new condition. Products that are returned incomplete, damaged, or with serial number missing or tampered with may not be accepted for return. All other terms of this Product Return Policy shall apply to returns for defect or non-conformity prior to Acceptance.

All Returns:

Digital Ally is not responsible for Products that you ship to us that are lost or damaged in transit. You are solely responsible for filing claims against the carrier for any such loss or damage, and in such case, Digital Ally will furnish to you all available information and give any other reasonable assistance requested by you to assist you in filing a claim for delivery damage. Digital Ally will be responsible for filing claims against the carrier for any such loss or damage for Products Digital Ally ships to you.

At Digital Ally's sole discretion, it may accept returns for replacement or credit after the Acceptance date.

Custom order Products (i.e. special cable lengths or engineer customized items) are sold on a non-cancelable and non-returnable basis (NCNR), and returns of such custom order Products ("Custom Products") will be accepted on a case by case basis following written approval by a Digital Ally executive officer. If such return is authorized, Custom Products may only be returned for credit towards another Product of equal or greater value. Digital Ally retains the right to refuse returns of Custom Products.

Digital Ally retains the right to refuse the return of any Product, except as provided in the Digital Ally, Inc. Limited Warranty accompanying your Product purchase ("Product Warranty"). Other than returns covered by a Product Warranty, returns may be subject to a 20% restocking fee. Out-of-warranty returns will be charged a shipping fee.

Prior to returning a Product to Digital Ally for any reason, including under the Product Warranty, you must first obtain a Return Material Authorization ("RMA") from Digital Ally by contacting Digital Ally's Product Support department, supplying the requested information regarding the Product to be returned, and receiving Digital Ally's approval of the return. You will be given a case number for reference. Digital Ally will not accept returns without (a) an approved RMA, (b) the appropriate documentation included, and (c) compliance with this Product Return Policy.

The returned Product must be sent back to Digital Ally packed in accordance with Digital Ally's return shipping instructions, with the RMA number clearly marked on the outside of the return packaging, with the Product Invoice, and all return shipping information necessary for Digital Ally to ship, as applicable, the exchanged or repaired Product back to you. You are responsible for shipping and insurance expenses arising from the Product return, and any repair or replacement costs, except as provided under the Product Warranty, and the RMA may require that, in addition to the Product to be returned, you also return any media, documentation, and any other items that were included in your original shipment. All Product returns shall be sent to the following address:

Digital Ally, Inc., 14001 Marshall Dr., Lenexa, KS 66215, ATTN: RMA

You are responsible for the removal and preservation of all data, including videos, previously stored on the Product you are returning; if Digital Ally accepts the return of a Product, the return is final, and ownership of the returned Product is transferred irrevocably to Digital Ally immediately.

Before an RMA is issued, Digital Ally may require the prepayment of items for which you are responsible, including, but not limited to, applicable restocking fees, shipping fees, and cost of repair or replacement of Products beyond the term or terms of the Product Warranty.

DECEMBER 19, 2023

STANDARD CONTRACT ADDENDUM

This Standard Contract Addendum is an integral part of any and all Contracts entered into by the City of Batesville, Mississippi [“City”], and, therefore, is hereby made a part of the Contract between the City and Digital Ally [the “Contract”].

Mississippi law provides that parties contracting with Mississippi governmental entities are deemed to have knowledge that they are political subdivisions of the state and to have knowledge of the laws by which they are governed and the limitations of powers and authority of the governmental entity. As a Mississippi governmental entity, the City has only the powers and authority expressly granted to it by the Mississippi Constitution and the Mississippi Statutes together with those powers and authority necessarily implied from such grants of powers and authority. Mississippi law further provides that a city shall not be bound by provisions of a contract which exceed a city’s powers and authority. By way of example, but not by limitation, the City does not have the powers or authority to enter into or perform, and is thus not bound by, provisions providing for the City to: arbitrate, waive right to a jury trial or any other right, hold another harmless, indemnify another, limit the liability of another party, agree to liquidated damages, waive or limit another’s damages, waive or limit the City’s right to damages, pay another’s attorney’s fees and expenses, agree to jurisdiction or venue in any other state besides the State of Mississippi. This Contract is a Public Record and is subject to the Mississippi Public Records Act of 1983. In executing the attached Contract, the City does not waive any rights it may have to object to, contest, or refuse to comply with any provision of the Contract that exceeds the powers and authority granted to the City by Mississippi law.

CITY OF BATESVILLE, MISSISSIPPI

By: _____
KERRY PITTMAN, CHIEF OF POLICE

DIGITAL ALLY

By: _____

(Print Name and Title)

DECEMBER 19, 2023

IN RE: PANOLA COUNTY HUMANE SOCIETY AGREEMENT

Upon motion of Alderman Dugger and second of Alderman Land and upon unanimous vote taken, pursuant to the Agreement between the City and Panola County Humane Society dated October 18, 2022, it was ordered that Mayor Ferrell be and he is hereby authorized to sign the renewal agreement for another one (1) year term. A copy of said agreement is on file in the Clerk's office and a copy follows:

AGREEMENT

WHEREAS, the CITY OF BATESVILLE, MISSISSIPPI ["CITY"] operates a dog pound ["Pound"] as provided by MCA §21-19-9 and the PANOLA COUNTY HUMANE SOCIETY ["PCHS"] voluntarily provides care, spay/neuter services, and medicines for the dogs that are removed to and/or surrendered to PCHS by residents living inside the City; and

WHEREAS, the CITY desires to help with the cost of such medicines as hereinafter set out.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY and PCHS agree as follows:

1.

PCHS will purchase at its own expense medicines, vaccines, and veterinary services necessary to be administered to the dogs housed at the City Pound. Medicines and vaccines that PCHS will purchase include, but are not limited to, medicines necessary for the treatment and/or prevention of worms, mange, ringworm or hair loss, parvo, coccidia, other intestinal parasites, fleas, and other diseases and conditions, heartworm test kits, K9 Parvo test kits, vaccines (including but not limited to rabies) for dogs, and/or spay/neuter, topicals, and orals. PCHS will be responsible for and shall pay the tech fees and the biohazard fees incurred any time a needle is used on an animal.

2.

The City will reimburse PCHS its expenses for such medicines and vaccines up to but not exceeding a total reimbursement by the CITY of Eleven Thousand and no/100 Dollars (\$11,000.00) during the term of this Agreement. In order to be

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

DECEMBER 19, 2023

reimbursed PCHS must submit to the City Clerk copies of all invoices for the purchase of any of the aforesaid medicines, vaccines, fees, and veterinary services incurred for which PCHS seeks reimbursement. These invoices will be submitted by the PCHS to the City Clerk at such time designated by the City Clerk so that they may be placed on the claims docket for the first meeting of the Mayor and Board of Aldermen held each month.

3.

The term of this Agreement shall be for a period of one (1) year from the date hereof. This Agreement will expire at 12:01 a.m. on the first anniversary date of this Agreement.

4.

This Agreement may not be modified except in writing signed by both parties.

5.

This Agreement shall be interpreted in accordance with the laws of the State of Mississippi.

6.

Any notice or communication required or permitted under this Agreement shall be in writing and sufficiently given if delivered in person or by certified mail, return receipt requested, to the address of the parties as set forth below:

City of Batesville, Mississippi
P. O. Box 689
Batesville, MS 38606

Panola County Humane Society
P. O. Box 1756
Batesville, MS 38606

7.

Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

DECEMBER 19, 2023

8.

The City may cancel this Agreement without liability if there should arise any controlling legal authority that would prohibit the City from performing this Agreement.

Dated this the 19th day of December 2023.

CITY OF BATESVILLE, MISSISSIPPI

By: _____
Hal Ferrell, Mayor

PANOLA COUNTY HUMANE SOCIETY

By: _____
President Signature

Print Name

OR

By: _____
Vice-President Signature

Print Name

IN RE: TICKET AGREEMENT – BATESVILLE CIVIC CENTER

Civic Center Director Rodney Holley presented to the Mayor and Board of Aldermen the agreement for ticket sales at the Batesville Civic Center.

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, it was ordered that the agreement for ticket sales at the Batesville Civic Center be and it is hereby taken under advisement.

DECEMBER 19, 2023

IN RE: QUOTES RECEIVED – FENCE REPAIR/REPLACEMENT – SHUFFORD HILL

The City of Batesville received the following quotes for fence repair/replacement on Shufford Hill:

Oxford Fence Co., LLC	\$10,250.00
Charleston Fence	\$11,302.00

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the quote from Oxford Fence Co., LLC in the amount of \$10,250.00 be and it is hereby approved and accepted as the lowest and best quote for fence repair/replacement on Shufford Hill. A copy of said quotes are on file in the Office of the City Clerk and a copy of the accepted quote follows:



City of Batesville, MS

Proposal
December 5, 2023

Fence as follows:

Provide and install approximately 500 lf of 7' high overall (6' galv chain link, with 1' of 3 strand barb wire fence) in a straight line where removed by others along front of water tank property (parallel w/ Hwy 51)

Option 1: Heavy Commercial Grade (as is current) – All s-40 posts and framing with 2 7/8" od terminal, 2 3/8" od intermediates posts. Top rail to be 1 5/8" od s-40. Chain link mesh to be 9 gauge knuckle twist. Includes 7 guage crimped bottom wire and 12 ½ gauge barb wire = \$10,250.00

Option 2: Medium Commercial Grade – 2 3/8" od s-40 terminal posts, 1 7/8" s-20 intermediate posts, top rail to be 1 5/8" od s-20. Chain link mesh to be full 11 gauge knuckle twist / commercial grade (NOT 11 ½ residential). Includes 7 gauge crimped bottom wire and 14 gauge barb wire = \$7,750.00

No other fence, rail, fabrication, accessories, or staining/finishing is included other than that which is specifically listed above. Oxford Fence Co., LLC may assist in obtaining permits (adding the cost to final invoice) but the customer is responsible for submitting plans to HOA and /or planning and obtaining any approvals and/or variances if required.

Due to the volatility in material costs this proposal is good for a period of 15 days from date shown above. In order to lock-in pricing, a 50% deposit must accompany signed contract unless other arrangements are made prior.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from the above involving extra cost will become an extra charge over and above the estimate. Oxford Fence Co., LLC is not responsible for establishing property lines and will erect the fence only where requested by the customer. The customer accepts full responsibility for the location of the fence and all accessories. The clearing of the lines for the construction of the fence is the responsibility of the customer. Oxford Fence Co., LLC will contact "Mississippi One Call" for location of utilities, however; customer is responsible for any customer owned service lines such as, but not limited to, irrigation, propane gas, electrical, and cable. Damage to any of the aforementioned which were not clearly marked is the sole responsibility of the customer. Any costs incurred in the collection of this account to be paid by the customer. A 4% fee will apply for any card transactions.



Accept

DECEMBER 19, 2023

**IN RE: APPROVAL OF SPECIFICATIONS AND TO OBTAIN
 QUOTES – UTV FOR USE IN WATER/SEWER
 DEPARTMENT**

Upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, it was ordered that the following specifications for a UTV for use in the Water/Sewer Department be and they are hereby approved and further ordered Assistant Public Works Director Newt Benson be and he is hereby authorized to obtain quotes for a UTV for use in the Water/Sewer Department:

UTV speck sheet

- Engine- 52 hp / 42 lb-ft, ACE (Advanced Combustion Efficiency) 650 cc single cylinder, liquid-cooled
- Fuel Delivery System- Intelligent Throttle Control (ITC™) with Electronic Fuel Injection (EFI)
- Transmission- pDrive primary CVT with engine braking and Electronic Drive Belt Protection L / H / N / R / P
- Drive Train- Selectable Turf Mode / 2WD / 4WD with Visco-Lok† QE auto-locking front differential
- Driving Assistance- Electronic Hill Descent Control ECO™ / ECO™ Off / Work modes
- Power Steering- Dynamic Power Steering (DPS™)
- Front Suspension- Double A-arm / 10 in. (25.4 cm) suspension travel
- Front Shocks- Twin tube gas-charged shocks
- Rear Suspension- TTA with external sway bar / 10 in. (25.4 cm) suspension travel
- Rear Shocks- Twin tube gas-charged shock
- Wheels- 14 in. cast aluminum
- Front brakes- Dual 220 mm disc brakes with hydraulic twin-piston calipers
- Rear brakes- Dual 220 mm disc brakes with hydraulic twin-piston calipers
- Cage- Profiled cage, ROPS approved
- Estimated Dry Weight- 1,736 lb
- L x W x H- 153.4 x 63.5 x 76 in
- Wheelbase- 115.5 in.
- Ground Clearance- 11 in
- Cargo Box Dimensions- 38 x 54.5 x 12 in
- Cargo Box Capacity- 1,000 lb
- Tailgate Load Capacity- 250 lb
- Towing Capacity- 2,500 lb
- Payload Capacity- 1,700 lb
- Fuel Capacity- 10.6 gal
- Person Capacity- 6

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

DECEMBER 19, 2023

IN RE: APPROVAL TO PURCHASE TRACTOR AND ROTARY CUTTERS

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that Assistant Public Works Director Newt Benson be and he is hereby authorized to purchase a John Deere tractor and two (2) rotary cutters for use in Street/Sanitation Departments (\$87,901.12) and one (1) rotary cutter for use in Wastewater Treatment Plant (\$28,311.52) for a total of \$116,212.64 under Mississippi State Contract #8200067663.

IN OPEN SESSION

Alderman Harrison moved that the meeting be closed to determine whether or not the Mayor and Board of Aldermen should declare an executive session. Thereafter, upon the affirmative votes of Aldermen Walton, Land, Dugger (via phone), Morrow and Harrison it was ordered that the meeting be closed in order to determine whether or not the Board should declare an executive session.

IN THE CLOSED MEETING

Mayor Ferrell announced that the meeting is closed to determine whether or not the Mayor and Board of Aldermen should declare an executive session. Present in the closed meeting were: Mayor Hal Ferrell; Aldermen Land, Harrison, Dugger, Morrow and Walton; City Attorney Colmon Mitchell; City Clerk Susan Berryhill; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford; Assistant Public Works Director Newt Benson and Assistant City Clerk Shonnah Weaver.

On motion made by Alderman Harrison, seconded by Alderman Land, and unanimously carried upon the affirmative votes of Aldermen Land, Walton, Dugger, Morrow and Harrison it was ordered that the Mayor and Board of Aldermen go into executive session in order to discuss a personnel matter relating to job performance in the Civic Center, a potential appealable order and a personnel matter in the Police Department.

DECEMBER 19, 2023

IN OPEN MEETING

The Mayor announced that the Mayor and Board of Aldermen will go into executive session for the purpose of discussing a personnel matter relating to job performance in the Civic Center, a potential appealable order and a personnel matter in the Police Department and that the total vote on the motion to go into executive session was five (5) aldermen in favor and no aldermen opposed. Those present in the open meeting were Mayor Ferrell; Aldermen Harrison, Land, Dugger, Morrow and Walton; City Attorney Colmon Mitchell; City Clerk Susan Berryhill; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford; Assistant Public Works Director Newt Benson and Assistant City Clerk Shonnah Weaver.

IN EXECUTIVE SESSION

Mayor Ferrell announced that the Mayor and Board are in executive session. Those present in executive session were Mayor Ferrell; Aldermen Harrison, Walton, Dugger, Morrow and Land; City Attorney Colmon Mitchell City Clerk Susan Berryhill; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford; Assistant Public Works Director Newt Benson and Assistant City Clerk Shonnah Weaver.

There came on for discussion the personnel matter relating to job performance in the Civic Center. (Civic Center Director Rodney Holley was present during this discussion.)

There next came on for discussion a potential appealable order.

There next came on for discussion the personnel matter in the Police Department. (Chief of Police Kerry Pittman and Assistant Chief of Police George Williford were not present during this discussion.)

The executive session was concluded and the Mayor and Board went into open meeting.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

DECEMBER 19, 2023

IN OPEN MEETING

The Mayor announced that the Mayor and Board are now in open meeting. Those present were Mayor Ferrell; Aldermen Land, Harrison, Dugger, Morrow and Walton; City Attorney Colmon Mitchell; City Clerk Susan Berryhill; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford; Assistant Public Works Director Newt Benson and Assistant City Clerk Shonnah Weaver.

IN RE: APPROVAL TO ACCEPT RESIGNATION – POLICE DEPARTMENT

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, it was ordered that the resignation of James Pettit be and it is hereby accepted, effective December 3, 2023.

IN RE: APPROVAL TO ACCEPT RETIREMENT

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the retirement of Chief of Police Kerry Pittman be and it is hereby accepted, effective March 27, 2024, and further ordered that Chief Pittman remain at his current position.

NOTE: No action was taken on the personnel matter relating to job performance in the Civic Center nor on the potential appealable order.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

DECEMBER 19, 2023

OTHER MATTERS COMING BEFORE THE MAYOR AND BOARD FOR DISCUSSION

1. Mamie Avery of Main Street was present and discussed a crosswalk mural at The Eureka and the Small Business Starter Workshop to be held on January 16, 2024, 5:00 p.m.-7:00 p.m.
2. Darrell Dixon of North Delta Planning and Development District provided updates on various projects to the Mayor and Board of Aldermen.
3. Michelle Bryant was present to volunteer to cleanup the barn area at the Batesville Civic Center and Tarus Young was present requesting to host a toy drive in the parking lot of the Batesville Civic Center.

Upon motion duly made and seconded, the meeting was adjourned to reconvene at 2:00 o'clock p.m., Tuesday, January 2, 2024, at the City Hall at 103 College Street, Batesville, Mississippi.

In accordance with Section 25-41-7, Mississippi Code of 1972, as amended, a notice of said regular meeting has been posted in the City Hall and a copy of said notice follows these minutes.

Mayor

Clerk of the Mayor and Board of Aldermen
Of the City of Batesville, Mississippi

DECEMBER 19, 2023

**NOTICE OF PLACE, DATE, HOUR AND SUBJECT MATTER
OF A REGULAR MEETING OF THE MAYOR AND
BOARD OF ALDERMEN OF THE CITY OF BATESVILLE, MISSISSIPPI**

The regular meeting of the Mayor and Board of Aldermen of the City of Batesville, Mississippi, shall be held on the following subject matter at the following place, date, and hour, to-wit:

Place: City Hall, 103 College Street, Batesville, MS 38606

Date: On the 2nd day of January, 2024

Hour: 2:00 p.m.

Subject Matter: To transact any and all business that may be transacted at the regular meeting of the Mayor and Board of Aldermen on the first and third Tuesdays of each month.

The meeting may be conducted through teleconference or video means. Participation is available to the general public at said location.